

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
) CASE NO: 2:18-CV-275
JUDITH E. BRINSON)
aka JUDITH E.GASKELL,)
)
Defendant.)

COMPLAINT

Now comes the United States of America, by and through its legal representative, the United States Attorney for the Southern District of Ohio, and for its cause of action alleges:

1. Jurisdiction is founded on 28 U.S.C. §1345.
2. Defendant resides within this judicial district and division.
3. On the date(s) set forth on the attached "Exhibit A", defendant executed and delivered one or more promissory notes, disbursed on December 12, 2003 in the amount of 34,653.76, and agreed to repay said sum as set forth in said note(s). A true copy of each said note is attached hereto, marked as "Exhibit A", and by this reference made a part hereof.
4. Although payment has been demanded, payment has not been made by the defendant in accordance with the terms of said note(s) and the entire balance has become due and payable.
5. After all payments on said note(s) have been properly credited, the entire unpaid balance due and owing to plaintiff from defendant is \$31,829.83 principal, and \$9,381.58 interest accrued through December 27, 2017, with additional interest accruing on the principal balance

from said date at the rate of 3 percent per annum, all of which is evidenced by the Certificate of Indebtedness which is attached hereto, marked as "Exhibit B", and by this reference made a part hereof.

WHEREFORE, plaintiff prays for judgment against defendant in the amount of \$31,829.83 principal, and \$9,381.58 interest accrued through December 27, 2017, and additional interest on the principal balance from said date at the rate of 3 percent per annum to the date of judgment. Plaintiff further prays for its costs and for an award of postjudgment interest at the highest rate allowable by law, and for all further just and proper orders.

Respectfully submitted,

BENJAMIN C. GLASSMAN
United States Attorney

s/Bethany J. Hamilton
BETHANY J. HAMILTON (0075139)
Assistant United States Attorney
Attorney for Plaintiff
303 Marconi Boulevard, Suite 200
Columbus, Ohio 43215
Office: (614) 469-5715
Fax: (614) 469-5240
E-mail: Bethany.Hamilton@usdoj.gov

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
BETHANY J. HAMILTON, Assistant United States Attorney
303 Marconi Boulevard, Suite 200, Columbus, Ohio 43215
(614)469-5715

DEFENDANTS

JUDITH E. BRINSON aka JUDITH E. GASKELL

County of Residence of First Listed Defendant UNION
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

PTF	DEF	PTF	DEF
<input type="checkbox"/> 1 Citizen of This State	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
<input type="checkbox"/> 2 Citizen of Another State	<input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 740 Railways Labor Act	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	IMMIGRATION	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	
			<input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN

(Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7
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Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C §1345

Brief description of cause:

Recovery of monies owing as a result of US Department of Education Loan Default

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

3/29/18

SIGNATURE OF ATTORNEY OF RECORD

Bethany J. Hamilton, Assistant U.S. Attorney

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE

POOR SOURCE ORIGINAL
DOCUMENTS RETAINED

Federal Family Education Loan Program (FFELP) Federal Consolidation Loan Application and Promissory Note			Guarantor, Lender or Program Identification	
			OMB No. 1645-0039 Form Approved Exp. Date 05/05/2003	
WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties under the Federal False Statement Act of 1989 and Title 25 U.S.C. 1011.				
Section A. Borrower Information (Please print in dark ink or type. Read the instructions carefully.)				
1. Last Name Gaskell	First Name Judith	M	2. Social Security Number 8327	3. Home Telephone Number (412)358-8785
4. Permanent Street Address (If P.O. Box, see Instructions)			6. Former Name(s)	
City	State	Zip Code	7. Driver's License State and Number State	8. Date of Birth (Month/Day/Year) 11/25/1963
9. Employer Name Family Health Council Inc.			9. Employer Address (optional) Family Health Council Inc.	
City	State	Zip Code	10. Employer Telephone Number 11/25/103	
10. Consolidation Lender Name RISLA			City	State RI
			11. Lender Code, Person 928577	12. Home Telephone Number 528577
Section B. Spouse Information (Only complete if spouse has eligible loans you wish to consolidate with yours.)				
12. Last Name Name	First Name Patricia	M	13. Social Security Number 14. Date of Birth (Month/Day/Year)	
15. Former Name(s)			16. Driver's License State and Number State	17. Fax and E-mail address (optional) Fax
18. Employer Name Relationship to Borrower			Address	E-mail
City	State	Zip Code	19. Employer Telephone Number 11/25/103	
Section C. Reference Information				
18. References: You must provide two separate references with different U.S. addresses. Do not include individuals who live with you (e.g., spouse) or live outside the United States. Both references must be completed fully and should be relatives or acquaintances of you and your spouse if you are consolidating jointly; you have known for at least three years.				
Name Patricia Gaskell			Name William Gaskell	
Permanent Address				
City, State, Zip Code				
Area Code/Telephone				
Relationship to Borrower				
Section D. Education Loan Indebtedness (Read the instructions before completing this section.)				
List the education loans that you want to consolidate and the loans that you are not consolidating but want considered in calculating your maximum repayment period. If you need to list additional loans, use the Additional Loan Listing Sheet included in the package. Do not include your spouse's loans unless you completed Section B. Use the Loan Types listed in the instructions.				
20. Loan Type (See Instructions)	21. Lender/Servicer Name and Address NetNet Loan Services	22. B = Borrower S = Spouse J = Joint	23. Account Number See attached	24. Interest Rate 9.8
				25. Current Balance 015,403.14
				26. To Be Consolidated Yes No ✓
27. Borrower's Grace Period Only - If you wish to delay processing until you have completed your grace period, enter your expected grace end date. If you do not wish to delay processing, leave this field blank.				
Grace End Date (Month/Year) 11/12/103				
Section E. Repayment Options (Refer to application materials or contact the lender before completing the section.)				
28. Repayment Options (select one): A. No Standard Payments B. G Graduated Payments C. CI Income-sensitive Payments D. E Extended Payments Note: If you do not complete this item, the lender will provide a Standard Payment schedule not to exceed the maximum repayment period allowable for the amount of your loan. Note: If for any of the payment plans, you may request a repayment period that is shorter than the maximum allowed. Contact your lender for more information.				
Section F. Promissory Note (In this Note, "Lender" refers to, and this Note benefits, the original lender and its successors and assigns, including any subsequent holder of this Note.)				
29. Promise to Pay: I promise to pay to the order of the lender, its successors (hereafter "lender") under the terms of this Promissory Note (hereafter "Note") to discharge my prior loan obligations, plus interest and other charges and fees that may become due as provided in the Note. I accept the obligation to repay the loans. Unless I make timely payments, interest that accrues on the undisbursed portion of my loan during deferral periods will be added, as provided under the AEL, to the principal balance of the loan. If I fail to make any payment on the loan made under this Note when due, I will also pay reasonable collection costs, including (but not limited to) attorney's fees, court costs and other expenses.				
I understand that the amount of the loans will be based on the payoff balance(s) of such loan(s) selected for consolidation as provided by the holder(s) of such loan(s) and may exceed my capacity of such payoff holder(s). The payoff amount may differ from the amounts because the holder will include unpaid principal, unpaid accrued interest, and other costs as permitted by federal regulations in the payoff amount to the consolidating lender. I understand that if any collection costs are added to the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan and, in the case of Stafford, SLS, PLUS or Federal Consolidation Loans in default and held by a garnishment agency, may not exceed 10% of the outstanding principal and interest on my loans at the time the holder certifies the payoff amount. I authorize the holder to collect my holder(s) identified on my application to determine the liability and payoff figure for the loans I have selected for consolidation and to pay the right loans selected for consolidation. I further authorize those holder(s) to close that transaction.				
I will not sign this Note before reading the entire Note even if it has been added. I am attached to an exact copy of this Note and the Borrower's Rights and Responsibilities statement. My signature on this Note I have read, understood, and agree to the terms and conditions of this Note, including the Borrower's Confidentiality and Authorization and the Borrower's Rights and Responsibilities statement. I understand I may no longer be eligible for some deferral types and for subsidized deferral periods on some loans being consolidated.				
If applying for a loan with my spouse, we understand that by signing this Note, it will refer to "I", "we" and "my" in the Promissory Note, Borrower's Rights and Responsibilities statement, Borrower's Confidentiality and Authorization as well as other information provided to me in connection with this loan are equally applicable to me and my spouse (who is deceased). In addition, we confirm that we are jointly liable to each other and we understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Consolidation Loan without regard to the amounts of our individual loan principal that are consolidated and without regard to any change that may occur in our marital status. We understand that the Federal Consolidation Loan will be discharged only if both of us qualify for discharge. We further understand that we may postpone repayment of the loan only if we provide the lender with a request that certifies deferral of loans and I am jointly liable to pay the loans selected for consolidation if the other is unable or refuses to pay.				
THIS IS A LOAN THAT MUST BE REPAYED.				
30. Borrower's Signature Judith E. Gaskell			Today's Date (Month/Day/Year) 11-16-103	
31. Spouse's Signature (if consolidating jointly and Section B is completed)			Today's Date (Month/Day/Year)	
Additional Note provisions				

GOVERNMENT
EXHIBIT
R

"Pay to the order of the Rhode Island Higher Education
Assistance Authority without recourse or warranty to the
undersigned."

Name of Lender: Rhode Island Student Loan Authority
Signature of Officer: Amber Page
Print Name of Officer: Amber Page
Title of Officer: Loan Processor
Date Signed: Jan 4, 2008

I declare under penalty of perjury that the foregoing is a
True and Correct copy of the original Promissory Note.

Signed: Amber Page
Title: Loan Processor
Date: Jan 4, 2008



RHODE ISLAND HIGHER EDUCATION
C/O SALLIE MAE, INC.
P.O. BOX 6180
INDIANAPOLIS IN 46206-6180

IDE MNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: BRINSON JUDITH E
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: XXXX-XX-8327

First Disbursement Date: 12/19/2003

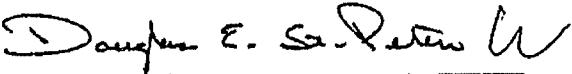
Last Disbursement Date: 12/19/2003

Disbursement Amount: \$34,653.76

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), The Rhode Island Higher Education Assistance Authority (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2013
DATE


Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
Rhode Island Higher Education Assistance Authority

DSUARI

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Judith E. Brinson
Aka: Judith Gaskell, Judith E. Gaskell

Account No. XXXXX8327

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 12/27/17.

On or about 11/06/03, the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from RISLA, Warwick, RI. This loan was disbursed for \$34,653.76 on 12/19/03 at 3% interest per annum. The loan obligation was guaranteed by Rhode Island Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$3,441.76 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 02/28/08, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$31,829.83 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b) (4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 09/29/13, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$31,829.83

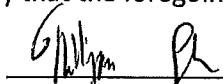
Interest: \$ 9,381.58

Total debt as of 12/27/17: \$41,211.41

Interest accrues on the principal shown here at the rate of \$2.61 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2-6-13



Loan Analyst
Litigation Support Unit

Philippe Guillou
Loan Analyst

